10 - 12/___

***** AGREEMENT *****

Between

TOWNSHIP OF ABERDEEN, MONMOUTH COUNTY, NEW JERSEY

and

TEAMSTERS UNION,

LOCAL NO. 11

LIBRARY
Institute of Management and
Labor Relations

1 1 1978)

RUTGERS UNIVERSITY

JANUARY 1, 1978 through DECEMBER 31, 1980

TABLE OF CONTENTS

ARTICLE		PAGE
	PREAMBLE	1
1	RECOGNITION	1
5	UNION SECURITY	2
3	CHECK-OFF	3
4	PROBATIONARY PERIOD	3
5	HOURS OF WORK AND OVERTIME	4
6	SENIORITY	5
7	FORCE REDUCTION	6
8	JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS	6
9	NON-DISCRIMINATION	6
10	HOLIDAYS	7
11	VACATIONS	7
12	LEAVE OF ABSENCE	9
13	PAID SICK LEAVE	9
14	BEREAVEMENT PAY	9
15	JURY DUTY	10
16	VETERAN'S RIGHTS AND BENEFITS	10
1.7	DISCHARGE	11
18	GRIEVANCE PROCEDURE AND ARBITRATION	11
19	SAFETY AND HEALTH	12
20	MISCELLANEOUS PROVISIONS	12
21	WELFARE AND PENSION BENEFITS	14
52	WAGES	15
23	LONGEVITY	16
24	STRIKES AND LOCKOUTS	16

TABLE OF CONTENTS

- 2 -

### ARTICLE 25 MANAGEMENT RIGHTS	ARTIC	LE		erige Territoria		4	
26 EMPLOYEE TRAINING. 17 27 EMPLOYEE PERFORMANCE. 18 28 FULLY BARGAINED PROVISIONS. 19 29 TERM AND RENEWAL. 19		25 MANAGEMENT RIGHTS	1		÷ i	r	PAGE
27 EMPLOYEE PERFORMANCE. 18 28 FULLY BARGAINED PROVISIONS. 19 29 TERM AND RENEWAL. 19	4,3	26 EMPLOYEE TRAINING			• • • • • •	••••••	16
28 FULLY BARGAINED PROVISIONS. 19 29 TERM AND RENEWAL. 19		27 EMPLOYEE PERFORMAN	or.		• • • • • •	••••••	17
THE TERM AND RENEWAL AND THE SEARCH STATE OF T	TAR \$ \$ \$ 3 4	28 FULLY BARGATNED PRO	OVISIONS	•••••	• • • • • • •	••••••••	
		29 TERM AND RENEWAL.			• • • • • •	• • • • • • • • • • •	
	14.						
	* 63 * 67	makamaju tajunu	*:				
	3 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	Water Carlo Carlo Carlo					
							ene to the second
	• • •				÷		
		the setting the setting of the setti					
		n te				,	$\tau = d\tau \rightarrow$
the state of the first of the state of the s		file a mass.				*	* ,, .
		the strain of the section of	Υ×			1 3 1 2	

THIS AGREEMENT made and entered into as of the 1st day of January, 1978 between the ABERDEEN TOWNSHIP ROAD DEPARTMENT, NEW JERSEY, hereinafter referred to as the "EMPLOYER" and LOCAL #11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, a labor organization, hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the Union has presented proof that it represents the Aberdeen Township Road Department employees, excluding Supervisory, Office and Clerical employees; and

WHEREAS, the Aberdeen Township Road Department by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all the Aberdeen Township Road Department employees, excluding Supervisory, Office and Clerical employees of Aberdeen Township, New Jersey.

NOW THEREFORE, it is mutually agreed between the parties hereto, that the following agreement shall become effective January 1, 1978.

ARTICLE 1 - RECOGNITION

SECTION 1. The Aberdeen Township Road Water and Parks and Recreation Department hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Aberdeen Township Road Water and Parks and Recreation Department, excluding Supervisory, Office and Clerical employees of Aberdeen Township, New Jersey, in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.

SECTION 2. The bargaining unit shall consist of all Aberdeen Township Road Water and Parks and Recreation Department

employees, excluding Supervisory Office and Clerical employees of Aberdeen Township, New Jersey.

SECTION 3. Wherever used herein the term "employees" shall mean and be construed only as referring to the Aberdeen Township Road Water and Parks and Recreation Department employees covered by this agreement.

ARTICLE 2 - UNION SECURITY

SECTION 1. The Department agrees to give effect to the following form of Union Security:

- a. All present full-time employees who are members of the Union on the effective date of this agreement shall remain members of the Union in good standing. All present full time employees who are not members of the Union shall pay to the Union a service fee as set forth below.
- b. It is agreed that at the time of hiring the Department will inform newly hired employees, who fall within the bargaining unit, that they may join the Union thirty (30) calendar days thereafter.
- c. Whenever an employee, who either falls within the bargaining unit or is regularly assigned to and performs the same duties as employees within the bargaining unit fails to become a member as provided, he shall pay to the Union a monthly service fee equal in amount to the monthly union membership dues as remuneration for the various services provided by the Union.
- d. If written authorization is not made by an employee, the Union agrees that it shall have the sole responsibility for the collection of the service fees, and that the payment of union dues, initiation fees and service fees shall not be a condition of employment.

ARTICLE 3 - CHECK-OFF

SECTION 1. The department hereby agrees to deduct from the wages of employees by means of check off, the dues uniformly required by the labor organization pursuant to the provisions of N.J.S. 52:14-15.9e. The Department, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the first salary paid to each employee during the month.

SECTION 2. In making the deductions and transmittals as above specified, the Department shall rely upon the most recent communication from the Union as to the rate of monthly dues and the proper amount of initiation fee. The total amount deducted shall be paid to the Local Union within fifteen (15) days (calendar) after such deduction is made.

SECTION 3. The Department agrees to forward the full name and address (or application obtained from the Shop Steward) for all new employees who become eligible for membership and for whom initiation fees are deducted. The Board further agrees to notify the Union when unit employees are discharged, granted leaves of absence, absent due to illness or injury, on vacation or leave the employment of the Department for any reason whatsoever, when submitting the dues deduction list to the Union office each month.

ARTICLE 4 - PROBATIONARY PERIOD

SECTION 1. The probationary period shall conform to the N.J.S.A. 11:22-6.

SECTION 2. During the aforementioned probationary period the Employer may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Employer shall have no responsibility for the reemployment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE 5 - HOURS OF WORK AND OVERTIME

SECTION 1. The normal work week shall be from Monday to Friday, both inclusive, and shall be comprised of five (5) days of eight (8) hours each.

in any one day of the normal work week shall be considered overtime and compensated for at one and one-half (1½) times the regular hourly rate of pay.

SECTION 3. Employees shall be paid at the rate of time and one-half $(1\frac{1}{2})$ for work performed for the first eight (8) hours on Saturday and double time (2x) for all hours in excess of eight (8) hours.

SECTION 4. Employees shall be paid at the rate of double (2x) time for work performed on Sunday.

SECTION 5. Employees called to work prior to the start of their normal shift, shall be paid the overtime rate for any such time worked, provided that the employee completes his regular eight (8) hours for that day.

SECTION 6. The Employer shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for emergencies, snow removal and ice control.

SECTION 7. In the event an employee reports for work without having been previously notified that there is no work, the employee shall be guaranteed four (4) hours pay at his regular rate of pay.

SECTION 8. Overtime shall be distributed as equally as practical among the employees within the department qualified and capable of performing the work available. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

SECTION 9. The working shift shall be 7:00 A.M. to 3.30 P.M.

SECTION 10. In the event an employee is called back to work after the conclusion of his normal work shift, the employees will be entitled to a minimum of four (4) hours pay at the overtime rate that is applicable.

ARTICLE 6 - SENIORITY

SECTION 1. The employer shall establish and maintain a seniority list of employees' names and dates of employment from the date of last hire on a system-wide basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Employer.

SECTION 2. New employees retained beyond the probationary period shall be considered permanent employees and their length of

service with the Employer shall begin with the original date of their employment and their names placed on the "Seniority List". Such seniority list shall be kept up to date with additions and subtractions as required.

SECTION 3. The above shall conform to Civil Service procedures.

ARTICLE 7 - FORCE REDUCTION

SECTION 1. The Employer agrees that it will not engage any new employees unless all of the employees presently employed are working the scheduled hours noted in this agreement.

SECTION 2. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired.

SECTION 3. The Shop Steward and the employees involved in such lay-off shall receive seventy-two (72) hours notice prior to any lay-off.

SECTION 4. The above shall conform to Civil Service procedures.

ARTICLE 8-JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS

SECTION 1. Job vacancies, new jobs created or promotions shall conform to Civil Service procedures.

ARTICLE 9 - NON-DISCRIMINATION

SECTION 1. It is agreed that the parties hereto will continue their practice of not discriminating against any employee

because of race, color, creed, religion, nationality or sex.

No employee shall be discriminated against or interfered with because of Union activities.

ARTICLE 10 - HOLIDAYS

SECTION 1. The Employer agrees to guarantee to all of the employees within the bargaining unit the following holidays with full pay for eight (8) hours at the employee's regular straight time rate of pay, though no work is performed on such days:

1/2 day before New Year' Day
New Year's Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day

Columbus Day
lst Tuesday after lst Monday
in November when there are
national and state elections
Veteran's Day
Thanksgiving Day
Friday after Thanksgiving Day
½ day before Christmas Day
Christmas Day

SECTION 2. Employees who work on any of the above holidays shall be paid for such work at two and one-half (2½) times the employee's regular rate, which shall include the holiday pay.

SECTION 3. If a holiday falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday at the discretion of the Township Manager.

SECTION 4. If a holiday falls within the vacation period of an employee the employee shall receive pay for same or an additional day of vacation.

ARTICLE 11 - VACATIONS

SECTION 1. The Employer agrees to grant to all employees within the bargaining unit vacations in accordance with the following schedule:

a. Employees with less than one year of service shall receive one (1) paid vacation day for each month

of service, provided the probationary period has been completed. There will be no vacation accrued for any employee dismissed during the probationary period.

- b. Employees with one year or more of service shall receive twelve (12) days paid vacation for each year, plus one (1) day per year after the first year to a maximum of fifteen (15) days.
- c. Employees with fifteen (15) years or more of service shall receive twenty (20) days paid vacation each year.

SECTION 2. The Employer agrees that in the event an employee voluntarily leaves the employ of the Employer before the vacation period, he shall be compensated for any accrued vacation time that may be due to him in accordance with the above schedule.

SECTION 3. The vacation schedule shall be drafted by the Employer on or before April 1st of each year and posted on the Bulletin Board. In preparing the vacation schedule the Employer shall endeavor to assign vacations on the basis of system-wide seniority of its employees. It is specifically agreed, however, that the assignment of all vacations shall be determined by the Employer with due regard to its efficient operation.

SECTION 4. Vacations shall be taken during the regular vacation period between April 1st and December 31st inclusive. Employees may request that their vacation may be taken at a period other than the time set forth herein and the Employer will give fair consideration to such request.

SECTION 5. Vacation time may not be accumulated for a

period past the vacation year without the consent of the Township Manager, and in no case accumulated for more than two (2) years.

ARTICLE 12 - LEAVE OF ABSENCE

SECTION 1. Upon making timely application, employees may apply to the Employer for a Leave of Absence without pay for a period not exceeding ninety (90) days without loss of seniority rights. The reason for such request shall be made known to the Employer, and the Employer will give reasonable consideration to such application. A Leave of Absence in order to be valid must be obtained in writing.

ARTICLE 13 - PAID SICK LEAVE

SECTION 1. Fifteen (15) days paid sick leave each year shall be granted to all employees and the same shall be cumulative from year to year and shall be applied as per present practice.

SECTION 2. Employees shall be entitled to one (1) paid day of absence for sickness in the immediate family, not to be accumulated from year to year.

SECTION 3. Any unused sick days shall be forfeited by the employee upon termination of his employment, regardless of reason, except retirement, in such case the Township of Aberdeen will pay employees one-half of their accumulative sick pay up to a maximum of \$7,500 upon death or retirement.

ARTICLE 14 - BEREAVEMENT PAY

SECTION 1. Employees shall be granted up to five (5) days off with pay at the employee's straight time rate when death occurs in the employee's immediate family. Immediate Family shall be defined as father, mother, husband, wife, son, daughter, brother, sister, father-in-law, mother-in-law, or other relative living under the same roof.

SECTION 2. Employees shall be granted one (1) day off with pay, per year, to attend the funeral of any other relative.

ARTICLE 15 - JURY DUTY

SECTION 1. An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed by the Court and eight (8) hours straight time pay for scheduled working time lost.

ARTICLE 16 - VETERAN'S RIGHTS AND BENEFITS

SECTION 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status at the salary rate previously received by him at the time of his induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

SECTION 2. Reinstatement of veterans shall be upon application made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

SECTION 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform his duties when called without impairment of his seniority rights.

SECTION 4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for Military Service.

SECTION 5. Upon the return of an employee from Military

Service, the employee shall displace the last employee hired.

ARTICLE 17 - DISCHARGE

SECTION 1. There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period. The Union shall be notified of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge. The above shall conform with Civil Service procedure.

ARTICLE 18 - GRIEVANCE PROCEDURE AND ARBITRATION

SECTION 1. Any difference or dispute between the Employer and the Union relating to the terms and provisions of this Agreement or its interpretation or application or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as "a grievance".

- Step 1. (a) The grievance, when it first arises, shall be taken up orally between the employee, the Shop Steward and the Public Works Foreman.
- (b) If no satisfactory settlement is reached during the first informal conference, then such grievance shall be reduced to writing and the Shop Steward shall serve same upon the Employer. Within three (3) working days thereafter, the grievance shall be discussed between the designated representative of the Employer and a representative of the Union. A written decision shall be given to the Union within five (5) working days thereafter.
- Step 2. In the event the grievance is not satisfactorily settled by the discussion in Step 1, then the same shall

be the subject of a conference between the Union and the Township Manager.

Step 3. In the event the grievance is not satisfactorily settled by the discussion in Step 2, within ten (10) days thereafter, then both parties agree that either party may request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute and the Arbitrator's decision shall be final and binding.

SECTION 2. The cost of arbitration shall be shared equally by the Employer and the Union.

SECTION 3. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

ARTICLE 19 - SAFETY AND HEALTH

SECTION 1. The Employer will maintain working conditions in accordance with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey. All reasonable suggestion for improvements will be considered and acted upon where practical.

SECTION 20 - MISCELLANEOUS PROVISIONS

SECTION 1. No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this agreement.

SECTION 2. Employees shall be granted a fifteen (15) minute coffee break in the morning and a fifteen (15) minute coffee break in the afternoon without loss of pay.

SECTION 3. The Employer shall provide reasonable Bulletin Board space for the posting of Union notices to its members.

SECTION 4. Employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit.

SECTION 5. All employees shall be provided with the following at no cost to the employee:

- a. Four (4) summer uniforms for each employee:
 - 4 Short sleeved shirts
 - 4 Pairs of pants
 - 2 Lightweight Jackets
- b. Four (4) winter uniforms for each employee:
 - 4 Long sleeved shirts
 - 4 Pairs of pants
 - 1 Heavy coat
 - 1 Parka
- c. Protective clothing needed for job; rain gear, boots etc., not assigned to individuals.
- d. Two (2) pairs of safety working shoes per year.

SECTION 6. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

SECTION 7. This Agreement shall not prevent the employees of the Aberdeen Township Road Water, Parks and Recreation Department from receiving any fringe benefits awarded the employees of Aberdeen Township, New Jersey by legislative action of the Aberdeen Council during the term of this agreement.

SECTION 8. SUPPER PROVISION

Employees of the Aberdeen Township Road, Water and Parks and Recreation Department shall be entitled to a meal payed for

shall eat said meal at a restaurant or restaurants designated by the Township Manager. The maximum monetary value of any such meal shall not exceed \$5.00 in total; employees shall sign a voucher for said meal each time they eat same and attach a copy of the bill or check to the voucher as proof that the meal was consummed by said employee. This provision shall take effect on April 6, 1978 and is not retroactive to January 1, 1978.

SECTION 9. DRUG PROVISION PLAN

Each and every member of Teamsters Local #11 shall be eligible to participate in a drug prescription insurance plan effective September 1, 1978. The Township shall pay up to two (2) dollars per week per employee in payment of the premium for said insurance plan. Pursuant to the plan, the employee shall be obliged to pay the first \$1.00 of each prescription filled and the remaining cost shall be payed for by the prescription drug insurance plan.

ARTICLE 21 - WELFARE AND PENSION BENEFITS

SECTION 1. The Employer shall continue the present Health Program providing Blue Cross and Blue Shield coverage including Rider "J" for employees and eligible dependents with full premiums paid by the Employer.

SECTION 2. The Employer shall continue the present "Public Employees' Retirement Program" covering employees.

SECTION 3. The Employer shall continue the present program of payment of premiums for Life Insurance for retirees.

ARTICLE 22: WAGES

SECTION 1. Effective January 1, 1978, January 1, 1979 and January 1, 1980, employees covered by this agreement shall receive the following hourly wage rates:

ROAD DEPARTMENT

PERSONNEL	1978	1979	-	1980		
LABORERS Up to 1 year's service	\$ 5.41 5.52 5.63 5.74 6.11 6.54 DEPARTMENT	\$ 5.79 5.91 6.02 6.14 6.54 7.00	\$	6.20 6.32 6.44 6.57 7.00 7.49		
Up to 1 year's service 1 to 2 year's service 2 to 3 year's service 3+ year's service	\$ 5.41 5.63 5.74 5.84	\$ 5.79 5.91 6.02 6.14 7.43 6.25	\$	6.20 6.32 6.44 6.57 7.95 6.69		
DEPARTMENT OF PARKS & RECREATION						
PARKS MAINTENANCE WORKERS Up to 1 year's service 1 to 2 year's service 2 to 3 year's service 3+ year's service	\$ 5.56 5.67 5.78 5.89	\$ 5.95 6.07 6.18 6.30	\$	6.37 6.49 6.62 6.74		

SECTION 2. The present practice of granting wage increases to reach the maximum shall continue.

CLASSIFICATION & RATES: Any employee who is directed by the Director of Public Works/Engineer to perform work at a higher classification other than his certified permanent civil service position, shall be paid at the classification rate that exists in this contract, provided, however, that said employee shall be required to work a minimum of two hours on each workday to be eligible for payment. The Director shall keep proper records for payroll purposes and shall certify same to the Manager and Treasurer for each

ARTICLE 23 - LONGEVITY

SECTION 1. The longevity payments shall be made according to the following schedule:

5	years	of	continuous	service\$200.00
10	years	of	continuous	service 300.00
15	years	of	continuous	service
20	years	of	continuous	service500.00
25	years	οſ	continuous	service 600.00
30	or mon	re y	years of co	ntinuous service700.00

ARTICLE 24 - STRIKES AND LOCKOUTS

SECTION 1. It is agreed that the Union and employees shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever, during the term of this Agreement; nor shall the Union or any of the employees cause or participate in any cessation of work, slow down, work stoppage or interference of any kind with normal Employer operations. Employees, however, shall not be required to cross any primary picket line.

SECTION 2. The Union shall not be liable for any strike, cessation of work, slowdown, work stoppage, or interference of any kind with normal Employer operations unless the Union has authorized such strike, cessation of work, slowdown, work stoppages or interference of any kind with Employer operations or participated in same.

ARTICLE 25. - MANAGEMENT RIGHTS

- A. The Township of Aberdeen hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:
 - 1. To the executive management and administrative

control of the Township government and its properties and facilities and the activities of its employees;

- 2. To hire all employees and subjects to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
- 3. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Township, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Township of its powers, rights, authority, duties and responsibilities under R.S. 40 and R.S. 11 or any other national, state, county or local laws or ordinances.

ARTICLE 26 - EMPLOYEE TRAINING

- A. The Township and the Teamsters Union, Local 11 agree that training is an integral function of management and an essential requirement for all employees to promote acceptable and increased levels of competence.
- B. The Teamsters Union, Local 11 agrees that it will encourage employees to maintain acceptable and increased levels of competence by:
 - 1. Keeping abreast of changes occuring in their

occupation as provided to the Teamsters Union, Local ll by the Township. 2. Participating in development activities in order to perform more efficiently in current and future assignments. These development activities may include on-the-job training and classroom training, which shall be during a regular tour of duty or if otherwise, compensated for at appropriate rate of pay. 3. Utilizing and sharing with fellow employees new skills acquired through training. C. The Township Manager and the Director of Public Works/Engineer will plan and provide for training and development of employees to meet acceptable and increasing levels of competence. The Township Manager, Director of Public Works/ Engineer, and the Teamsters Union, Local 11 agree to meet, upon written notice of either party, to consider training and development programs for employees covered by the Agreement. Such programs, as required by management, shall include full reimbursement by the Township for approved courses which are completed by employees as part of employee training program. - ARTICLE 27 - EMPLOYEE PERFORMANCE The Teamsters Union, Local 11 agree to support and cooperate with the Township of Aberdeen in improving employee performance. In furtherance thereof the Teamsters Union, Local No. 11 shall encourage all employees to: 1. Be in attendance and punctual for scheduled work hours; 2. Give such effort to their work as is consistent with the requirements thereof; 3. Avoid waste in the utilization of materials and -18-

- 4. Maintain and improve levels of performance:
- 5. Cooperate in the installation of methods and technological improvements and suggest other improvements where possible;
- 6. Assist, where possible, in building good-will between the Township of Aberdeen and the Teamsters Union, Local 11 and the public at large.

The Teamsters Union, Local 11 recognizes that it is the responsibility of the Township Manager and the Director of Public Works/Engineer to determine levels of performance for employees, and to establish standards and methods to provide services to the public in the most efficient manner possible. The Teamsters Union, Local 11 pledges its cooperation in the attainment of such standards and methods.

ARTICLE 28 - FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 29 - TERM AND RENEWAL

This agreement shall be in full force and effect as of January 1, 1978 and shall remain in effect to and including December 31, 1980, without any reopening date. This Agreement shall continue in full force and effect from year to year thereafter,

unless one party or the other gives notice, in writing, no sooner than one hundred twenty (120) days nor later than sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify or terminate this Agreement.

IN WITNESS THEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

TOWNSHIP OF ABERDEEN:

LOCAL NO. 11, I.B.T.

BY: Charles C. Kaufman, Mayor

Donald F. Guluzzy, Two Mgr.

Constance Petrillo, Twp. Clerk

TEAMSTER'S LOCAL #11

ADDENDUM

TEAMSTERS UNION, LOCAL #11 CONTRACT 1978-1980

- SECTION 20 (5) (e): The mechanic assigned to the Road Department shall continue to be provided with six (6) uniforms as stipulated in Council Resolution 77-89 adopted on May 16, 1977.
- ARTICLE 21: SECTION 4: The employer shall continue the program of payment of premiums for disability income insurance presently in effect, for the term January 1, 1978 through December 31, 1980.
- ARTICLE 22: WAGES: Laborer classification for the Recreation and
 Parks Department shall receive the same hourly
 wage rate as Road and Water Department laborer classifications for
 1978, 1979 and 1980 as contained on Page 15 of this agreement.